

RECORDATION NO.

19624-J
FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
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NOV 07 '05

1:45 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

November 7, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: Equipment Lease (1995-2)

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement (1995-2), dated as of October 31 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease (1995-2) previously filed with the Board under Recordation Number 19624.

The names and addresses of the parties to the enclosed document are:

Assignor:	Astaris LLC 10300 Olive Blvd St. Louis, Missouri 63166
Assignee:	ICL Performance Products LP c/o Israel Chemicals Limited Millenium Tower 23 Aranha Street Tel Aviv 61070 Israel
Original Lessee:	FMC Corporation 1735 Market Street Philadelphia, Pennsylvania 19103

Mr. Vernon A. Williams
November 7, 2005
Page 2

A description of the railroad equipment covered by the enclosed document is:

20 railcars: AFSX 015501 - AFSX 015520.

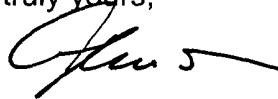
A short summary of the document to appear in the index is:

Assignment and Assumption Agreement (1995-2).

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

NOV 07 2005

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SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT (1995-2)

ASSIGNMENT AND ASSUMPTION AGREEMENT (1995-2) (this Assignment and Assumption Agreement) dated as of October 31, 2005, between ASTARIS LLC, a Delaware limited liability company ("Assignor"), ICL PERFORMANCE PRODUCTS LP, a Delaware limited partnership ("Assignee"), and FMC CORPORATION, a Delaware corporation ("FMC").

WITNESSETH:

WHEREAS, the parties hereto desire to effect, as of the Effective Date (as defined below), (a) the transfer by Assignor to Assignee of all of the right, title and interest of the Assignor (other than the Retained Property (as defined below)) as Lessee in, under and with respect to, among other things, (i) the Participation Agreement, (1995-2), dated as of September 15, 1995 (the "Participation Agreement"), among Norlease, Inc., as Owner Participant, Assignee, as Lessee, Wells Fargo Bank Northwest, N.A. (as successor to First Security Bank, National Association), not in its individual capacity except as expressly provided therein but solely as Owner Trustee, BNY Midwest Trust Company (as successor to Harris Trust and Savings Bank), not in its individual capacity except as expressly provided therein, but solely as Indenture Trustee, and the Note Purchasers listed on Schedule 2 thereto, (ii) Equipment Lease (1995-2) dated as of September 15, 1995 (the "Lease") between the Lessee and the Owner Trustee, filed with the Interstate Commerce Commission on September 29, 1995, as recordation number 19624 and deposited in the Office of the Registrar General for Canada on September 29, 1995, (iii) Equipment Lease Supplement (1995-2) No. 1 dated September 29, 1995 (the "Lease Supplement") between the Lessee and the Owner Trustee, filed with the Interstate Commerce Commission on September 29, 1995, as recordation number 19624-B and deposited in the Office of the Registrar General for Canada on September 29, 1995, and (iv) each of the other Operative Agreements listed on Schedule 2 hereto (collectively, clauses (i) – (iv) being the "Relevant Documents"); in each case to the extent, and only to the extent, relating to the Equipment listed on Schedule 1 hereto;

WHEREAS, in connection with the transactions contemplated by the Participation Agreement, (i) the Trust Indenture and Security Agreement (1995-2) dated as of September 15, 1995 between the Owner Trustee and the Indenture Trustee was filed with the Interstate Commerce Commission on September 29, 1995, as recordation number 19624-A and deposited in the Office of the Registrar General for Canada on September 29, 1995 and (ii) the Trust Indenture and Security Agreement Supplement (1995-2) No. 1 dated September 29, 1995 between the Owner Trustee and the Indenture Trustee was filed with the Interstate Commerce Commission on September 29, 1995, as recordation number 19624-C and deposited in the Office of the Registrar General for Canada on September 29, 1995;

WHEREAS, pursuant to an Assignment and Assumption Agreement (the "2000 Assignment and Assumption Agreement") between FMC, as assignor, and Assignor, as assignee, dated as of April 1, 2000 (the "Assignment Date"), FMC assigned, and Assignor assumed, substantially all of FMC's rights and obligations under the Relevant Documents in connection with the formation of Assignor as a phosphorus chemicals joint venture. The Relevant

Documents and the 2000 Assignment and Assumption Agreement are herein together referred to as the "Operative Documents";

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, dated as of September 1, 2005 (as amended, supplemented or otherwise modified as of the date hereof, the "Purchase Agreement"), by and among Assignee, Israel Chemicals Limited, Solutia, Inc., Assignor and FMC relating to the sale by FMC and Solutia and the purchase by Buyer of all of the Acquired Interests (as defined in the Purchase Agreement), the Assignor has agreed to assign, transfer and convey, and the Assignee has agreed to accept and assume, the obligations of Assignor with respect to the Assigned Property (as defined below) at or prior to the Closing (as defined in the Purchase Agreement);

NOW THEREFORE, it is hereby agreed as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in Appendix I to the Participation Agreement, and the rules of interpretation set forth in such Appendix I shall apply hereto and are incorporated herein by reference as if fully set forth herein.

2. Assignment. Assignor does, as of the date hereof (the "Effective Date") hereby convey, assign, transfer and set over unto Assignee, all of its right, title and interest in under and with respect to the Relevant Documents, and any proceeds therefrom, together with all other documents and instruments evidencing any of such right, title and interest to the extent but only to the extent relating to the Equipment listed on Schedule 1 hereto (collectively, the "Assigned Property"), excluding, however (x) such claims, causes of action, rights, duties, obligations or liabilities of Lessee for all property leased under the Lease other than the Assigned Property and (y) such duties, obligations and liabilities of Lessee (i) to the extent required to be performed with respect to the matters set forth in clause (x) above or (ii) required to be performed by Assignor as Lessee prior to the Effective Date under the Relevant Documents and relating to the Assigned Property (collectively, clauses (x) and (y) are herein referred to as the "Retained Property").

3. Assumption. From and as of the Effective Date, Assignee hereby undertakes, for the benefit of the Assignor, the Owner Trustee, the Indenture Trustee, the Note Purchasers, the Trust Company and the Owner Participant and their successors and assigns, to pay and perform all of the duties and obligations arising from and after the Effective Date with respect to the Assigned Property required to be performed by Assignor as successor Lessee under the Operative Documents and relating to the Equipment set forth on Schedule 1 hereto. Assignor hereby acknowledges and agrees that this Section 3 is not an assumption of any duties and obligations of Assignor arising before the Effective Time or with respect to the property leased under the Lease other than the Assigned Property.

4. No Release of FMC. Notwithstanding anything to the contrary contained herein or in the 2000 Assignment and Assumption Agreement and pursuant to Section 15.1 of

the Lease, no assignment, transfer or assumption hereunder or thereunder shall operate to release FMC from any of its obligations under the Relevant Documents.

5. Payments and Indemnities.

(a) Assignor hereby covenants and agrees to pay over to Assignee, if and when received following the Effective Date, any Assigned Property (including any sums payable as interest in respect thereof), and Assignee hereby covenants and agrees to pay over to Assignor, if and when received following the Effective Date, any amounts (including any sums payable as interest in respect thereof) paid to or for the benefit of Assignee in respect of any Retained Property.

(b) Assignor shall indemnify Assignee and each Beneficiary (as defined below in Section 11) and hold Assignee harmless from any liability, loss, claim, cause of action, proceeding, cost or expense, including reasonable attorneys' fees and expenses, which shall result from (i) the incorrectness of any representation or breach of any warranty of Assignor contained herein, (ii) the breach by Assignor of any of its covenants or agreements contained herein, or (iii) any liability or obligation of Assignor required to be satisfied or performed by Assignor at any time with respect to the Retained Property; provided, however, that Assignor shall not be liable to Assignee under clause (iii) of this Section 5(b) to the extent Assignor's liability results directly from an incorrectness or breach described in (c) below.

(c) Assignee will indemnify Assignor and hold Assignor harmless from any liability, loss, claim, cause of action, proceeding, cost or expense, including reasonable attorneys' fees and expenses, which shall result from (i) the incorrectness of any representation or breach of any warranty of Assignee contained herein, (ii) the breach by Assignee of any of its covenants or agreements contained herein, (iii) any liability or obligation of Assignee required to be satisfied or performed by Assignee with respect to the Assigned Property; provided, however, that Assignee shall not be liable to Assignor under clause (iii) of this Section 5(c) to the extent Assignee's failure to discharge its obligations results directly from an incorrectness or breach described in (b) above.

6. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor and each Beneficiary that:

(a) it is duly organized and validly existing in good standing under the laws of its jurisdiction of organization and it has all requisite limited partnership power and authority and legal right to enter into and carry out the transactions contemplated hereby and to carry out and perform the obligations of Assignor as Lessee under the Relevant Documents with respect to the Equipment listed in Schedule 1 hereto;

(b) this Assignment and Assumption Agreement has been duly authorized, executed and delivered by it and constitutes the legal, valid and binding obligation of Assignee, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity);

(c) neither the execution, delivery and performance by it of this Assignment and Assumption Agreement, nor compliance by it with any of the provisions hereof requires or will require any approval of its partners, or approval or consent of any trustees or holders of any indebtedness obligations of it or contravenes or will contravene any Applicable Law or contravenes or will contravene the provisions of, or constitute a default under its organizational documents or any indenture, mortgage, contract or any agreement or instrument to which it is a party or by which it or any of its property may be bound or affected that, in each case, can be reasonably expected, either individually or in the aggregate, to have a material adverse effect on the ability of Assignee to consummate the transactions contemplated hereby; and

(d) neither the execution and delivery by the Assignee of this Assignment and Assumption Agreement, nor the consummation by it of any of the transactions contemplated hereby, requires the consent or approval of, the giving of notice to or the registration with any Governmental Authority (other than filing with the Surface Transportation Board and depositing with the Office of the Registrar General for Canada).

7. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee and each Beneficiary that:

(a) it is duly organized and validly existing in good standing under the laws of its jurisdiction of organization and it has all requisite limited liability company power and authority and legal right to carry on its business as now conducted, to enter into and carry out the transactions contemplated hereby;

(b) this Assignment and Assumption Agreement has been duly authorized, executed and delivered by it and constitutes the legal, valid and binding obligation of Assignor, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity);

(c) neither the execution, delivery and performance by it of this Assignment and Assumption Agreement, nor compliance by it with any of the provisions hereof requires or will require any approval of its members, or approval or consent of any trustees or holders of any indebtedness obligations of it or contravenes or will contravene any Applicable Law or contravenes or will contravene the provisions of, or constitute a default under, its articles of incorporation or by-laws or any indenture, mortgage, contract or any agreement or instrument to which it is a party or by which it or any of its property may be bound or affected that can be reasonably expected, either individually or in the aggregate, to have material adverse effect on the ability of Assignor to consummate the transactions contemplated hereby;

(d) neither the execution and delivery by the Assignor of this Assignment and Assumption Agreement, nor the consummation by it of any of the transactions contemplated hereby, requires the consent or approval of, the giving of notice to or the registration with any Governmental Authority (other than filing with the Surface Transportation Board and depositing with the Office of the Registrar General for Canada).

8. Counterparts. This Assignment and Assumption Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by both parties so long as each party shall sign at least one counterpart.

9. No Representations. The foregoing transfer, assignment and conveyance is WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, except as expressly set forth herein.

10. Third Party Beneficiaries. Each party hereto agrees, for the benefit of the Trust Company, the Owner Trustee, the Indenture Trustee, the Note Purchasers, and the Owner Participant and their respective successors and assigns (collectively, the "Beneficiaries"), that the representations, warranties and agreements contained herein are for the benefit of each Beneficiary, and each Beneficiary shall be deemed to be an express third party beneficiary with respect thereto, entitled to enforce directly and in its own name any rights or claims it may have against such party as such beneficiary.

11. Governing Law. THIS ASSIGNMENT AND ASSUMPTION AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS EXECUTED AND DELIVERED, AND TO BE FULLY PERFORMED, IN THE STATE OF ILLINOIS WITH OUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW.

12. Notice. Any notice provided for in this Assignment and Assumption Agreement and the Relevant Documents to be delivered to Assignee shall be addressed as follows:

Israel Chemicals Limited
Millennium Tower
23 Aranha Street
Tel Aviv 61070, Israel
Attention: Alexander Paz
972-3-684-4434 (telecopier)

With a copy (which shall not constitute notice to the Assignee) to:

Shavit Bar-On Gal-On Tzin Nov Yagur, Law Offices
Sonol Tower - 20th Floor
52 Menachem Begin Road
Tel Aviv 67137 Israel
Attention: Ilan Shavit
972-3-791-2801 (telecopier)

With a copy (which shall not constitute notice to the Assignee) to:

Dechert LLP
4000 Bell Atlantic Tower
1717 Arch Street
Philadelphia, PA 19103
Attention: William G. Lawlor, Esq.
(215) 994-2222 (telecopier)

With a duplicate notice to:

FMC Corporation
1735 Market Street
Philadelphia, Pennsylvania 19103
Attention: General Counsel
(215) 299-6728 (telecopier)

With a copy (which shall not constitute notice to Assignee) to:

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, Illinois 60601
Attention: Ronald J. Nye, Esq.
(312) 558-5700 (telecopier)

or at such other place as Assignee may designate by notice in accordance with the terms of the Participation Agreement.

[remainder of page intentionally left blank]

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the day and year first written above.

ICL PERFORMANCE LP

By: _____

Name: Alexander Maurer

Title:

ASTARIS LLC

By: _____

Name:

Title:

FMC CORPORATION, but only with respect to
Section 4 hereof

By: _____

Name:

Title:

ACCEPTED AND AGREED:

BNY MIDWEST TRUST COMPANY (as successor to Harris Trust and Savings Bank),
as Indenture Trustee

By: _____

Name:

Title:

NORLEASE, INC.,
as Owner Participant

By: _____

Name:

Title:

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement (1995-2) as of the day and year first written above.

ICL PERFORMANCE PRODUCTS LP

By: _____
Name:
Title:

ASTARIS LLC

By: Robert J. Ashton
Name: ROBERT J. ASHTON
Title: VP Legal & HR SERVICES

FMC CORPORATION, but only with respect to
Section 4 hereof

By: _____
Name:
Title:

ACCEPTED AND AGREED:

BNY MIDWEST TRUST COMPANY (as successor to Harris Trust and Savings Bank),
as Indenture Trustee

By: _____
Name:
Title:

NORLEASE, INC.,
as Owner Participant

By: _____
Name:
Title:

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement (1995-2) as of the day and year first written above.

ICL PERFORMANCE PRODUCTS LP

By: _____
Name:
Title:

ASTARIS LLC

By: _____
Name:
Title:

FMC CORPORATION, but only with respect to
Section 4 hereof

By: D. Michael Wilson
Name: D. Michael Wilson
Title: Vice President

ACCEPTED AND AGREED:

BNY MIDWEST TRUST COMPANY (as successor to Harris Trust and Savings Bank),
as Indenture Trustee

By: _____
Name:
Title:

NORLEASE, INC.,
as Owner Participant

By: _____
Name:
Title:

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement (1995-2) as of the day and year first written above.

ICL PERFORMANCE PRODUCTS LP

By: _____
Name: _____
Title: _____

ASTARIS LLC

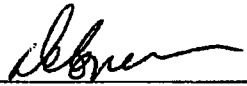
By: _____
Name: _____
Title: _____

FMC CORPORATION, but only with respect to
Section 4 hereof

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

BNY MIDWEST TRUST COMPANY (as successor to Harris Trust and Savings Bank),
as Indenture Trustee

By:  _____
Name: D. G. Donovan
Title: Vice President

NORLEASE, INC.,
as Owner Participant

By: _____
Name: _____
Title: _____

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption Agreement (1995-2) as of the day and year first written above.

ICL PERFORMANCE PRODUCTS LP

By: _____
Name: _____
Title: _____

ASTARIS LLC

By: _____
Name: _____
Title: _____

FMC CORPORATION, but only with respect to
Section 4 hereof


By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

BNY MIDWEST TRUST COMPANY (as successor to Harris Trust and Savings Bank),
as Indenture Trustee

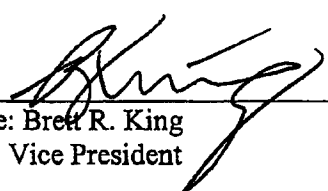
By: _____
Name: _____
Title: _____

NORLEASE, INC.,
as Owner Participant

By:  _____
Name: GLENN P. DAVIS
Title: VICE PRESIDENT

WELLS FARGO BANK NORTHWEST, N.A.
(as successor to First Security Bank, National Association),
as Owner Trustee

By:



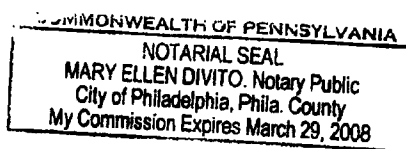
Name: Brett R. King
Title: Vice President

STATE OF Pennsylvania)
COUNTY OF Philadelphia)

ss

On this ____ day of _____, 2005, before me personally appeared, D. MICHAEL WILSON, to me personally known, being by me duly sworn, says that he is the VICE PRESIDENT of FMC Corporation and that the said instrument attached hereto was signed on behalf of such association under the authority of the board of directors on _____, 2005 and he acknowledged that the execution of the said instrument was the act and deed of such association.

Mary Ellen Divito
Notary Public in and for
the State of Pennsylvania



STATE OF _____)
COUNTY OF _____)

ss

On this ____ day of _____, 2005, before me personally appeared, _____, to me personally known, being by me duly sworn, says that he is the _____ of Astaris LLC and that the said instrument attached hereto was signed on behalf of such association under the authority of the board of directors on _____, 2005 and he acknowledged that the execution of the said instrument was the act and deed of such association.

Notary Public in and for
the State of _____

STATE OF _____)
)
COUNTY OF _____)

ss

On this _____ day of _____, 2005, before me personally appeared, _____, to me personally known, being by me duly sworn, says that he is the _____ of FMC Corporation and that the said instrument attached hereto was signed on behalf of such association under the authority of the board of directors on _____, 2005 and he acknowledged that the execution of the said instrument was the act and deed of such association.

Notary Public in and for
the State of _____

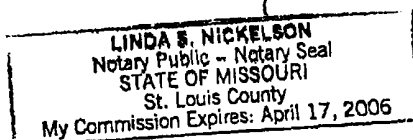
STATE OF Missouri)
)
COUNTY OF St. Louis)

ss

On this 27th day of October, 2005, before me personally appeared, Robert J. Ashton to me personally known, being by me duly sworn, says that he is the VP Legal & HR Services of Astaris LLC and that the said instrument attached hereto was signed on behalf of such association under the authority of the board of directors on October 27, 2005 and he acknowledged that the execution of the said instrument was the act and deed of such association.

Notary Public in and for
the State of Missouri

Linda S. Nickelson



Schedule 1 to Assignment and
Assumption Agreement

Equipment

Lease Supplement (1995-2) No. 1

**Running
Numbers**

AFSX015501
AFSX015502
AFSX015503
AFSX015504
AFSX015505
AFSX015506
AFSX015507
AFSX015508
AFSX015509
AFSX015510
AFSX015511
AFSX015512
AFSX015513
AFSX015514
AFSX015515
AFSX015516
AFSX015517
AFSX015518
AFSX015519
AFSX015520

Schedule 2 to Assignment and
Assumption Agreement

Relevant Documents

1. Participation Agreement (1995-2), dated as of September 15, 1995, among the Lessee, the Owner Participant, the Owner Trustee, the Note Purchasers and the Indenture Trustee
2. Equipment Lease (1995-2), dated as of September 15, 1995, between the Lessee and the Owner Trustee
3. Equipment Lease Supplement No. 1 (1995-2), dated September 15, 1995, between the Lessee and the Owner Trustee
4. Certificate of Acceptance, dated September 29, 1995, by the Lessee
5. Tax Indemnity Agreement (1995-2), dated as of September 15, 1995, between the Lessee and the Owner Participant

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

11/7/05



Robert W. Alvord